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PART VI.

PUBLIC ADVERTISEMENTS.

GOVERNMENT CENTRAL DISTILLERY, BANGALORE.

Notification, dated 4th April 1931.

AUCTION SALE.

As per Excise Commissioner's Order No. A. 2-940—29, dated 2nd March 1931, the following stock of old and unserviceable casks and planks (white cedar) of the Transport Office of the Government Central Distillery, Bangalore, will be sold, in lots, by public auction, by the undersigned, at the Government Central Distillery, Bangalore, at 10 A.M. *on Monday the 4th May 1931*, subject to the following conditions:—

(1) The sale is subject to the confirmation by the Excise Commissioner in Mysore.

(2) The highest bidder whose bid is accepted should pay not less than half of the amount soon after the auction is closed and the balance within *two-days* from the date of receipt by him of the order of confirmation, before removing the articles from the distillery.

(3) If the highest bidder fails to pay up the amount as per condition *2 supra*, the articles will be re-auctioned at his risk; and the difference of the amount between the previous bid and the highest bid in the re-sale, if any, will be recovered from the original bidder.

1. 119 old casks.
2. Planks of 246 old casks.
3. One lot of hoop iron bands.

Notification No. A 2—427, 30-31, dated 9th April 1931.

Tenders are hereby invited for the exclusive privilege of transporting under-bond Country Spirits in Motor lorries from the Government Central Distillery, Bangalore to the Bangalore City Railway Goods Shed and to the arrack bonded Depots as noted below for a period of one year from 1st July 1931 to 30th June 1932:—

1.	Railway Goods Shed, Bangalore City	5.	Arrack Bonded Depot, Devanhalli
2.	Arrack Bonded Depot, do	6.	Do Nelamangala
3.	Do Anekal	7.	Do Magadi
4.	Do Hoskote	8.	Do Kankanhalli

2. The privilege for which tenders are now invited will be conceded subject to the conditions specified in the annexed appendix and the excise and motor vehicles Laws and Rules now in force or which may from time to time be passed by Government, or issued by the Excise Commissioner in Mysore by virtue of the powers delegated to him under the Excise Laws and Rules, or other competent authority as regards Rules relaing to Motor Vehicles.

3. The number of casks and the quantity of spirits as also the number of special liquor and ganja cases conveyed from the Government Central Distillery, Bangalore, to the Bangalore City Railway Goods Shed and Depots noted in para 1 above during the last 9 months of the current year and the approximate distance from the Distillery to each place and back are noted in the annexed statement appendix 'I. No definite number of casks and cases is however guaranteed for transport to the successful tenderer who is bound by actual requirements (be the same, more or less than the number carried in any previous year).

Note —The casks in use range in capacity from 50 to 60 gallons, more or less each and the gross weight when filled with spirits of 55 U.P. is between 7 and 8½ maunds. The weight of each special liquor box is about 2½ maunds. The minimum number of casks to be conveyed to the City Railway Goods Shed daily may be nil or 1 to 50 or more and on Sundays, there may be no casks or cases for transport to the City Railway Goods Shed. The minimum number of casks to be conveyed each time to the Depots other than Bangalore City is two and the number of trips to each depot will be one or more per month according to the local demand. As regards the Bangalore City Depot, the number of trips will be 10 or more.

4. Tenderers must specify their rates separately as follows :—

(1) the lowest rate of remuneration *for each arrack cask and each* special liquor case to be transported from the Government Central Distillery, Bangalore to the City Railway Goods Shed and to the City and Mofussil Depots as mentioned in para 1 above which should include bringing back of the empty casks therefrom to the Distillery.

(2) the lowest rate of remuneration *for each trip of journey* transporting arrack casks and special liquor boxes from the Distillery to the above named places and bringing back the empty casks therefrom.

Note —The maximum number per trip of journey will be 6 casks or 15 special liquor boxes or 5 special liquor boxes in lieu of one arrack cask.

The Excise Commissioner in Mysore reserves to himself full power to accept the rates for each cask and box or for each trip or both as the case may be in respect of any of the above mentioned places. The rates thus tendered and accepted by the Excise Commissioner in Mysore shall be the rates at which remuneration shall be calculated on the actual number of arrack casks and special liquor cases transported and be payable to the successful tenderer who shall be called "Government Contractor for the carriage of arrack from the Government Central Distillery, Bangalore to the City Railway Goods Shed and Depots of the Bangalore District" during the currency of the contract granted under this notification.

The contract will include the carriage along with arrack casks and special liquor cases, of the requisite supplies of ganja packed in dead-wood cases, to be sent from the Distillery to the Taluk Treasuries of the places mentioned in para 1 above and to the City Railway Goods Shed, for which no separate remuneration will be given.

Note —The number of ganja boxes conveyed to the respective places referred to in para 1 above during the last 9 months of the current year is noted in the annexed statement (Appendix II).

5. Each tender must be accompanied by a deposit of Rs. 100 in currency notes and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of transporting spirits from the Government Central Distillery, Bangalore to the City Railway Goods Shed and Depots of the Bangalore District" and must be sent to the Officer in Charge of the Distillery and Transport Arrangements, Bangalore, so as to reach him before 12 noon on 6th May 1931 after which hour no tenders will be received. The tenders will be opened by the Officer in Charge of the Distillery and Transport Arrangements at the Government Central Distillery, Bangalore, at 12 noon on the same day *i.e.* 6th May 1931, in the

presence of such of the tenderers as may be present. The final acceptance of the tenders will rest with the Excise Commissioner in Mysore, who reserves to himself full power to reject any or all the tenders without assigning any reason. The deposits made by the unsuccessful tenderers will be returned to them after the disposal of the tenders by the Excise Commissioner in Mysore.

6. The successful tenderer shall, within eight days of the acceptance of his tender being communicated to him, deposit in the Bangalore Taluk Treasury, a further sum of Rs. 900 in cash or in approved securities duly endorsed in favour of the Comptroller to the Government of Mysore to make up with the deposit previously made a sum of Rs. 1,000 and shall execute an agreement in the prescribed appended form on proper stamps, binding himself to conform to the conditions therein set forth ; and if he fails or refuses to sign the agreement or to make the further deposits required within the time aforesaid, the deposits already made will be forfeited to Government and the contract otherwise disposed of.

APPENDIX I.

Form of contract bond to be executed by the successful tenderer for the transport of country spirits :—

Whereas I have been granted by the Excise Commissioner in Mysore for the period of one year beginning with the 1st of July 1931 and ending with 30th June 1932 the right to convey under-bond arrack and other country spirits by motor lorries from the Government Central Distillery, Bangalore, to the City Railway Goods Shed and Depots of the Bangalore District, as noted above and whereas the said Excise Commissioner has agreed to pay me the remuneration for each arrack cask and each special liquor case or each trip, as the case may be, at the rates accepted by him, I the said for myself, my heirs, legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

1. That I shall bind myself to transport arrack casks, cases of proof spirits, special liquors and ganja in strong and sound motor lorries, in such manner and by such time and routes as may be prescribed by the Officer in Charge of the Distillery and Transport Arrangements, Bangalore.

2. That I shall bind myself to take immediate delivery of arrack casks and cases of proof spirits, special liquors and ganja, whenever required by the Officer in Charge of the Distillery and Transport Arrangements, Bangalore, and convey the same for prompt and correct delivery at the City Railway Goods Shed or the respective Treasuries and Depots within the time prescribed by the said Officer in Charge of the Distillery and Transport Arrangments, Bangalore, with the Government seals, etc., in tact. "All casks and cases intended to the City Railway Goods Shed should be delivered at the City Railway Goods Shed between 8 A.M. and 2 P.M. daily."

3. That I shall bind myself to the loading and unloading of the casks and cases both at the Distillery and at their respective destinations.

4. That in special cases sanctioned by the Excise Commissioner, I shall be bound to carry the requisite supply of arrack to any altered locality of the existing depots in any of the above named places.

5. That it will be open to the Excise Commissioner to close any depot during the period of contract as being superfluous or for any other valid reason.

6. That as remuneration for my contract, the Excise Commissioner or other Officer as may be appointed by him, shall pay me monthly an amount calculated at the sanctioned rate as noted below for each arrack cask and each case of proof spirits and special liquors conveyed by me from the Government Central Distillery, Bangalore, to the City Railway Goods Shed and the depots or per trip, as the case may be, which include the charges of bringing back of the empty casks therefrom to the Distillery.

7. That I shall be bound to carry the requisite supplies of ganja to the Taluk Treasuries in the places noted above for which no separate remuneration shall be claimed by me.

8. That I shall be bound to bring back all the empty casks in sound condition from the City Railway Goods Shed and Depots of the District and I claim no remuneration separately for the purpose.

9. That I shall conform to the Excise and Motor Vehicles Laws and Rules now in force and which may from time to time be issued by the Government and the Excise Commissioner also to such rules of practice as may be prescribed by the Excise Commissioner or other competent authority as regards Motor Vehicles.

10. That I shall be bound to make good the loss accruing to Government and to the licensees by short or no stock of spirits in the Depots and of ganja in the Taluk Treasuries by my neglect or carelessness in not conveying the necessary supplies of spirits or ganja to the City Railway Goods Shed and Depots of the Bangalore District within the time allowed to me for transit.

11. That as my liability under this contract commences on delivery to me of the spirits, casks or cases and ganja boxes at the Government Central Distillery, Bangalore, all further liability or responsibility to account for the spirits or ganja as the case may be in those receptacles thenceforth shall rest with me till they are safely delivered at the City Railway Goods Shed and at the said depots or treasuries of the Bangalore District, with the seals, etc., intact and with no tampering or extraction of the contents and any diminution from any cause whatever (acts of God, Vismajor and State's enemies excepted) shall be made good by me at the prevailing rate of duty, price and cesses per gallon of arrack of 55 U.P. and proportionately for the higher or lower strengths of spirits and per seer of 80 tolas of ganja respectively and that all dues to Government shall be recovered from me as if they were the arrears of Land Revenue.

12. That in the event of the breakdown of the lorry during transit for any cause whatsoever, I shall be bound to make other arrangements for the quick transit of the casks and cases of spirits and ganja or the return of the empty casks to their respective destinations (*viz.*, either the Distillery, City Railway Goods Shed or the Depots and Taluk Treasuries) and that in the event of my failure to do so, it shall be competent to the Officer in Charge of the Distillery and Transport Arrangements to make any other arrangement at my cost and that my liability contemplated in condition 11 *supra* shall not cease thereby.

13. That this contract shall not be transferable except with the sanction of the Excise Commissioner in Mysore.

14. That for the due fulfilment of the terms of this contract, I hereby deposit in the Bangalore Taluk Treasury a sum of Rs. 1,000 in cash or approved Government Securities duly endorsed in favour of the Comptroller to the Government of Mysore.

15. That in case of breach of the Excise Laws and Rules or any of the aforesaid conditions or in case of any attempt at fraud by my servants, agents or employees or by me, it shall be competent to the Excise Commissioner in Mysore to impose upon them or myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect or to declare the money deposited by me forfeited and to cancel the contract. In the event of my contract being cancelled, I shall be bound to make good any loss that may accrue to Government for the remaining period of my contract by any subsequent disposal of the contract or by any other arrangement and shall not be entitled to participate in any profit that might accrue to Government by such disposal. It shall be competent to the Excise Commissioner to deduct from my remuneration bills, any amount that may be due to Government on account of diminution in the contents, as stated in condition 11 *supra*, short stock and no stock in the depots and treasuries and fines imposed on me or my employees.

16. That the imposition of a fine or the forfeiture of the deposits or the cancelment of the contract shall not be held to prevent prosecution of any of my employees or myself for any offence committed under any law for the time being in force.

In witness thereof I hereunto set my hand and seal this day of 193 .

Sealed, signed and delivered in the presence of us.

Witnesses:—

(1)

(2)

APPENDIX II.

Statement showing the number of Arrack Casks and the quantity of Spirits as also the Special Liquor and Ganja boxes transported by Motor Lorry from the Government Central Distillery, Bangalore, to the City Railway Goods Shed and the following Depots of the Bangalore District during the 9 months commencing from 1st July 1930 and ending with 31st March 1931:—

Serial No.	Place		Arrack			Special Liquors			Ganja	Remarks
	From	To	No. of arrack casks	Quantity	Distance (From & To) in miles	Present rate of Lorry hire per cask & per trip to & fro	No of special Liquor boxes	Present rate of Lorry hire per box	No. of Ganja boxes	
				G. D.		Rs. a. p.		Rs. a. p.		
1	The Government Central Distillery, Bangalore	City Railway Goods Shed, Bangalore ..	1,990	112,568—36	6	0 7 0	831	3 0 0	167	
2		Arrack Bonded Depot, Bangalore City ..	771	43,320— 6	6	0 7 0	177	3 0 0	22	
3		Do Devanhalli ..	24	1,442—24	50	10 0 0	..	..	1	
4		Do Hoskote ..	45	2,641—34	42	7 0 0	..	..	5	
5		Do Anekal ..	21	1,227—46	46	10 0 0	..	..	5	
6		Do Nelamangala ..	6	346—34	38	7 0 0	..	..	1	
7		Do Magadi ..	21	1,196— 3	62	11 0 0	..	..	5	
8		Do Kankanhalli ..	15	864—41	86	15 0 0	..	..	3	

H. RUDRAPPA,
Officer-in-charge, Distillery and Transport Arrangements, Bangalore.